



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

December 5, 2012

CONTRACT TITLE: Security Guard Services

CURRENT CONTRACT PERIOD: January 10, 2013 through January 9, 2014

BUYER INFORMATION: Rebecca Brinkley
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RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	January 10, 2011 thru January 9, 2012	January 9, 2015

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.

Local Purchase Authority **should not** be used to purchase supplies/services included in this contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's **Awarded Bid & Contract Document Search** located on the Internet at <http://www.oa.mo.gov/purch>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C311013001	0429032960 1	Guardian Security Company Inc. 153 Andover St Ste 209 Danvers MA 01923 Contact: Tom Driscoll Phone: (978) 750-4600 x 11 Fax: (978) 777-2922 Email: tdriscoll@snydersecurity.com	No	Yes
C311013002	4319095150 0	Guardman Security & Investigation 121 E Broadway PO Box 883 Sedalia MO 65302-0882 Contact: Floyd Hatfield Phone: (660) 826-4538 Fax: (660) 826-2368 Email: guardsman@sbcglobal.net	No	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE -MENT
C311013003	2719777780 0	Statewide Public Safety Inc. PO Box 46715 Kansas City MO 64120 Contact: Carl Drowns Phone: (888) 978-2839 Fax: (816) 241-3540 Email: admin@statewidepublicsafety.us	No	Yes
C311013004	2232628060 3	US Security Associates Inc. 1 West Armour Suite 303 Kansas City MO 64111 Phone: (816) 753-8888 Fax: (816) 753-4460 Contact: Lance Loewenstein Email: lloewenstein@ussecurityassociates.com Cell: (703) 675-2264 Fax: (703) 842-8281 Home: (816) 298-6678 District Manager: Reba Grass Phone: (417) 894-5017 Email: rgrass@ussecurityassociates.com	No	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
1/10/13 thru 1/9/14	12/05/12	Renewed all contracts.
1/10/12 thru 1/9/13	12/30/11	Renewed all contracts.
1/10/11 thru 1/9/12	2/4/11	Updated contact information for Contract C311013004 with US Security Associates Inc.
1/10/11 thru 1/9/12	1/14/11	Initial issuance of new statewide contract

1. CONTRACTUAL REQUIREMENTS

1.1 General Requirements:

- 1.1.1 The contractor shall provide armed and/or unarmed security guard services (hereinafter collectively referred to as *security guard services*) for any requesting state agency of the State of Missouri (hereinafter referred to as *state agency*), in one or more of the regions identified on Attachment #1, as indicated in the Notice of award section of the contract.
- a. For purposes of this document, a state agency shall be defined as a division existing within a Department for Missouri State Government. The various sections, bureaus, offices, programs, boards, etc., which may exist within a division shall be considered all part of the same state agency.
- 1.1.2 The contractor shall perform all security guard services in accordance with the provisions and requirements stated herein and in accordance with the instructions provided by the state agency, in a manner satisfactory to and acceptable to the state agency.
- 1.1.3 The contractor shall provide security guard services on an as needed, if needed basis, as requested by the state agency.
- a. To the extent possible, the state agency shall provide the contractor with 30 calendar days advance notice of the need for security guard services. The contractor shall accommodate all requests for security guard services if provided with at least 30 calendar days notice from the state agency. However, if the state agency provides less than 30 calendar days notice of the need for security guard services, the contractor must make every effort to accommodate the state agency's request for security guard services; but, the contractor must begin providing the security guard services within 30 calendar days following notice from the state agency of the need for security guard services.
- b. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain services elsewhere.
- 1.1.4 In the event separate contracts were awarded in a particular region for (1) Unarmed Security Guard Services, and (2) Armed Security Guard Services and Unarmed Security Guard Services, the state agency shall determine which contractor's service to utilize as follows:
- a. In the event the state agency requires unarmed security guard services at a specific location, the state agency shall utilize the services of the Unarmed Security Guard Services contractor.
- b. In the event the state agency requires armed security guard services or both armed and unarmed security guard services at a specific location, the state agency shall utilize the services of the Armed Security Guard Services and Unarmed Security Guard Services contractor.
- 1.1.5 Cooperative Procurement Program - If the contractor has indicated agreement on Exhibit G with participation in the Cooperative Procurement Program, the contractor shall provide security guard services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that

governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

- 1.1.6 The contractor's security guard(s) shall report to the state agency's Chief of Security, Building Manager, and/or other person designated by the state agency (hereinafter referred to as "*designated representative*").
- 1.1.7 If space is available, the state agency may provide a work area for the contractor's security guards.
- 1.1.8 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

1.2 Security Guard Performance Requirements:

- 1.2.1 The contractor shall provide security guards as requested by the state agency to provide duties as assigned. Prior to commencement of duties, the state agency shall identify the required duties and shall submit to the contractor a schedule and/or patrol route. The required duties may consist of, but not necessarily limited to the following:
 - a. Patrol the state agency building to maintain order and enforce building regulations.
 - b. Unlock and lock various doors at time specified by the designated representative.
 - c. Turn on lights as required throughout the state agency building.
 - d. Assist state agency personnel if clients, visitors, or other individuals become uncontrollable or disruptive. At the state agency's request, the contractor's security guard(s) shall provide backup assistance to the state agency personnel or be the primary individual regulating instances involving uncontrollable individuals.
 - e. Monitor and check identification of each client, visitor, and other individuals requesting entrance to secured areas, sign-in and sign-out all individuals entering and leaving the state agency building, conduct random searches on incoming clients, visitors, and other individuals at the request of the state agency, and secure the lobby and waiting areas.
 - f. Work with the appropriate local law enforcement agency if the state agency determines a situation requires intervention by the local law enforcement agency.
 - g. Monitor the control room, potential area(s) of security concerns, security cameras, and monitors.
 - h. Escort state agency personnel or other individuals to and from cars on parking lot(s).
 - i. Patrol perimeters and/or parking lots. If security guards are required to patrol perimeters and/or parking lots, the contractor shall comply with the following:
 - 1) If requested by the state agency, the contractor must provide an unmarked vehicle(s) for the contractor's security guard(s) to use throughout the scheduled patrol of the perimeter and/or parking lot(s).
 - 2) The contractor must provide a method for the security guard(s) to contact the state agency from remote parking lot(s).
 - 3) Upon state agency approval, the contractor's security guards shall operate in accordance with the state agency approved schedule/patrol route.

- j. Operate parking lot access controls and remote camera systems.
 - k. Notify the designated representative of state agency building emergencies including, but not limited to, the discovery of illegal weapons (e.g. bullets, guns, knives, etc.), drug substance, or other contraband.
 - l. Provide continuous switchboard coverage on week nights, Saturdays, Sundays, and state holidays at times designated by the state agency.
 - m. Any additional duties designated by the state agency.
- 1.2.2 The contractor and/or the contractor's assigned guard(s) shall appear at any legal hearings resulting from an incident in which the assigned security guard(s) were involved, as requested by the state agency. The state agency shall notify the contractor and/or assigned security guard(s) any time a request for attendance at a legal hearing is required.
- 1.2.3 The contractor's security guards must be properly uniformed and wear a badge at all times while on duty.
- a. The contractor shall provide complete uniforms (for all types of weather), insignia/badges, and, if applicable, firearms and non-lethal devices for the security guards which comply with the requirements of the local law enforcement agency.
 - b. The contractor must obtain prior written approval from the state agency on the style and color of the uniforms.
 - c. All security guards must be neat, clean, and professional in attire and person.
- 1.2.4 If requested by the state agency, the contractor's assigned security guards must obtain a state issued contractor badge. The contractor shall renew the contractor badges annually. The process for obtaining and/or renewing a state issued contractor badge is as follows:
- a. The contractor's assigned security guard(s) must submit a fingerprint criminal record check conducted through the Missouri State Highway Patrol and the FBI that is no more than thirty (30) days old and utilizes the state agency Originating Agency Identification (ORI) number.
 - b. The contractor's assigned security guard(s) must submit a completed State ID Badge/After hours Access Application (located at <http://oa.mo.gov/fmdc/security/IDApplication.pdf>). The contractor may obtain assistance by contacting the state agency designated representative.
 - c. The contractor must submit all documents to the state agency's designated representative for processing and approval prior to obtaining a badge. All documents should be submitted at least five (5) days prior to commencement of security guard services.
 - d. The contractor's assigned security guard(s) must present valid photo identification at the time their state issued contractor badge is issued.
- 1.2.5 The contractor's security guards shall not do the following while on duty:
- a. Use a phone unless related to providing security guard services for the state agency. Use of a phone includes, but is not limited to, talking, texting, gaming, etc.
 - b. Wear or have headphones, personal radios, or televisions.

- c. Have or read any personal reading material.
- d. Leave the state agency while on duty. Security guards may eat their meals in the area(s) designated by the state agency.
- e. Smoke or use tobacco products.
- f. Be intoxicated or under the influence of a controlled substance.

1.2.6 If requested by the state agency, the contractor shall provide an on-site security guard supervisor. The security guard supervisor's duties may consist of, but not necessarily limited to, the following:

- a. Ensure that all assigned duty locations are filled in a timely manner by qualified and trained security guards.
- b. Evaluate emergency situations to determine when ambulance and/or police are to be called.
- c. Oversee the detaining and arresting process when needed.
- d. Serve as the point of contact to communicate with responding emergency personnel including medical, police, and fire.
- e. Respond to state agency designated representatives' questions and concerns about security and life safety matters.
 - 1) For purposes of this document, life safety matters shall be defined as anything having to do with minimizing danger to life from fire, including smoke; fumes and panic; tornadoes; earthquakes; bomb; or any other type of threat.
- f. Coordinate life safety drills and building evacuations.
- g. Review all incident reports for completeness before submitting to the state agency designated representative.
- h. Maintain local files on incident reports.
- i. Review, verify, and submit security guard hours before invoice is submitted for each period as appropriate.
- j. Direct subordinate contract security guards according to specific instructions from the state agency designated representative.
- k. Discipline contractor security guards as needed to assure compliance with contractual requirements.

1.3 Contractor and Personnel Requirements:

- 1.3.1 The contractor must be a reliable, well established security company with multiple years of experience providing security guard services.
- 1.3.2 The contractor must maintain an established place of security business, properly identified as said business, and should be available on a twenty-four (24) hour, seven (7) day per week basis.
- 1.3.3 The contractor must have a salary and benefits policy that will recruit and maintain top quality security guards.

- a. Vacation and sick leave policies shall be left to the discretion of the contractor. By no later than fourteen (14) days after the effective date of the contract, the contractor shall provide a printed copy of such policies to the state agency and shall inform the state agency in writing of any changes to those policies.
- 1.3.4 The contractor shall provide the number and type of security guard(s) (i.e. armed or unarmed) on days and hours as required by the state agency.
- a. The state agency shall assign the start and end hours of each shift.
 - b. In cases of multiple shifts in one day, the contractor must ensure the proper transfer of security guard services from one (1) shift to another without interruption of security guard services.
 - c. The contractor's security guard(s) shall not work in excess of a ten (10) hour shift, and no more than forty (40) hours per week without prior approval from the state agency.
 - d. The contractor shall agree and understand that the state agency reserves the right to change the shift schedule, days, times, type of security guard (i.e. armed or unarmed), and/or the number of security guards required in the event of changing circumstances and/or requirements by the state agency.
 - 1) The state agency reserves the right to require additional security guards or to delete assigned security guards, as may be necessary. The state agency shall give the contractor twenty-four (24) hour notice, if possible, when requesting additional security guards.
- 1.3.5 The contractor's security guards must report to the state agency's designated representative, be at the assigned duty location, and ready to begin providing security guard services by the shift start time.
- a. In addition, the contractor's security guards must report to the state agency's designated representative when leaving the assigned duty location and upon returning to the assigned duty location.
 - b. The contractor security guards must directly communicate with the state agency's designated representative for security breaches.
- 1.3.6 In the event of a "no-show" of an assigned security guard or a security guard not qualified, pursuant to the requirements specified herein, the contractor must provide a replacement security guard within one (1) hour of notification by the state agency, unless otherwise instructed by the state agency.
- a. For purposes of this document, a "no-show" shall be defined as a failure of a contractor's security guard(s) to report to the assigned duty location or check in at assigned duty location.
- 1.3.7 If requested by the state agency, the contractor shall provide security guard services between state agency facilities if all facilities comprise one network within a state agency.
- a. For example, the Eastern Missouri Psychiatric Hospital System is comprised of three psychiatric facilities, each of which are operated by the Missouri Department of Mental Health (DMH), Division of Comprehensive Psychiatric Services. The three facilities are:
 - 1) Hawthorn Children's Psychiatric Hospital (HCPH) located at 1901 Pennsylvania Ave., St. Louis, MO 63133
 - 2) Metropolitan St. Louis Psychiatric Center (MPC) located at 5351 Delmar, St. Louis, MO 63112
 - 3) St. Louis Psychiatric Rehabilitation Center (SLPRC) located at 5300 Arsenal, St. Louis MO 63139

- 1.3.8 The contractor must employ an adequate number of standby back-up security guards that are pre-trained and screened in accordance with the requirements stated herein to ensure no disruption of security guard services.
 - a. If requested by the state agency, the contractor shall provide the state agency with a list of possible back-up security guards.
- 1.3.9 The contractor shall assign the same security guards to a particular state agency building on a consistent basis, unless removal of a security guard is requested by the state agency.
- 1.3.10 The contractor shall provide the state agency with immediate notification of the dismissal of a security guard.
 - a. The contractor shall not notify a security guard of dismissal while the guard is on state agency premises.
 - b. Upon dismissal of a security guard, the contractor shall provide a replacement security guard so as to ensure no lapse of security guard services.
- 1.3.11 The contractor's personnel shall be subject to the rules, regulations, and policies of the state agency for which the contractor is providing services.

1.4 Security Guard Qualification Requirements:

- 1.4.1 The contractor must provide security guards who meet the qualifications specified herein. The state agency reserves the right to interview and accept or reject any security guard prior to being assigned by the contractor.
 - a. At the request of the state agency, the contractor shall provide references and/or resumes for security guards. The state agency reserves the right to conduct interviews with selected security guards after review of references and/or resumes.
 - b. The contractor shall replace any security guard with whom the state agency is not satisfied.
- 1.4.2 The contractor's security guards must be currently licensed with the local law enforcement agency, if applicable, as a security guard. On a security guard's first day of assigned duties at the state agency, the security guard must show his/her security guard license to the designated representative.
 - a. If requested by the state agency, security guards must annually provide verification of license renewal to the state agency.
- 1.4.3 The contractor's security guards must have at least two (2) years experience in military or civilian law enforcement, or related experience with a civilian security agency.
- 1.4.4 The contractor's security guards must have a high school diploma or its equivalent, or possess a combination of education and experience acceptable to the state agency. The state agency reserves the right to waive this requirement on a case-by-case basis depending on the experience of a security guard.
- 1.4.5 The contractor shall provide security guards who are physically capable of performing duties required for proper security and assuring that all necessary precautionary measures are taken to protect people and property.
 - a. Security guards must be physically and mentally sound.
 - b. Security guards must be able to walk six (6) hours of an eight (8) hour shift, walk at least four (4) miles continually, and climb stairs.

- c. Security guards must be free of any serious hearing impairment and must have good visual capacity.
- d. Security guards must be capable of exercising judgment and acting quickly in an emergency.
- e. Security guards must conduct themselves in a professional manner at all times while on duty.

- 1.4.6 The contractor's security guards must be of such a temperament and maturity that they shall be able to function in the face of physical threats and verbal abuse without taking such behavior personally.
- 1.4.7 The contractor's security guards must be polite, respectful, patient, understanding, able to adapt to challenging situations, and treat the public in a courteous and effective manner.
- 1.4.8 The contractor's security guards must have the ability to communicate effectively in the English language as well as read and understand instructions in the English language.
- 1.4.9 The state agency will maintain a record of all approved security guards.

1.5 Additional Requirements for Armed Security Guards: If the contractor provides armed security guard services, as specified in the Notice of Award, the contractor shall comply with the following:

- 1.5.1 The contractor's armed security guards must be currently licensed and/or certified, as required by county, city, and/or state law to carry firearms and/or non-lethal devices (e.g. tear gas, taser, mace, nightstick, etc.). The contractor's armed security guards shall include both armed security guards and soft-armed security guards. For purposes of this document and unless otherwise specifically stated, the term *armed security guard* shall collectively include both armed and soft armed security guards. For purposes of this document, the following definitions shall apply.
 - a. An armed security guard shall be defined as a security guard licensed and/or certified to carry a firearm in conjunction with any non-lethal device.
 - b. A soft armed security guard shall be defined as a security guard licensed and/or certified to carry non-lethal devices.
- 1.5.2 The contractor must have all firearms and non-lethal devices registered with the local law enforcement agency and provide some type of identification to the state agency of the firearms and non-lethal devices for each armed security guard.
- 1.5.3 The contractor's armed security guards shall not do the following while on duty:
 - a. Draw or pull firearm(s) and/or non-lethal devices unless an emergency situation should warrant such action.
 - b. Maintenance of or leave firearm(s) and/or non-lethal devices unattended at any time while on the premise of the state agency.

1.6 Training, Instruction, Orientation, and Screening Requirements:

- 1.6.1 Within ten (10) calendar days prior to assignment of a security guard to a state agency, and, if required by the state agency, the contractor shall provide the security guard(s) with four (4) hours of on-site training.
 - a. The four (4) hours of on-site training shall consist of security operations, duty location orders, and procedures to acclimate the security guard to the state agency location.

- b. If requested by the state agency, the contractor shall provide the state agency with documentation for all security guards assigned to the contract verifying successful completion of training outlined above.

1.6.2 The contractor shall provide security guards that have training and/or instruction in each of the areas identified below. The contractor shall provide the state agency with documentation for all assigned security guards verifying completion of training and/or instruction. At least annually, the contractor shall provide remedial training and/or instruction to the security guards in the areas stated below:

- a. Technique of patrol,
- b. Use of handling firearms, if armed security guard,
- c. First aid, including CPR and AED,
- d. Public relations,
- e. Safety,
- f. Proper use of telephone and radios, and
- g. Proper use of written report forms.

1.6.3 If required by the state agency, the contractor's security guards, including back-ups, must attend and successfully complete an orientation class(es) provided by the state agency. The following may be included in the orientation class(es):

- a. Training on Therapeutic Physical Management – a disciplined form of intervention focused on controlling one's own feeling while de-escalating potentially violent behavior exhibited by a psychiatrically ill individual through verbal and non-verbal techniques in order to avoid injury to the individual and/or the interveners.
- b. State agency fire and safety procedures.
- c. Switchboard operation.

1.6.4 If requested by the state agency, the contractor must conduct the following screenings on all assigned security guards and must provide proof to the state agency that the screenings have been conducted:

- a. Lifetime criminal background check
 - 1) A Security Clearance Waiver form, Attachment #2, must be completed and individually signed by the contractor and each security guard for which the lifetime criminal background check is required.
- b. Driver and motor vehicle check
- c. Social security numbers verification
- d. Five (5) year work history check
- e. Drug screening

- 1) The state agency reserves the right to request additional drug screenings for security guards for reasonable cause. If such additional drug screenings are required, the contractor must have the screenings performed by an independent third party laboratory and must be responsible for all costs associated with the drug screenings. The contractor shall present the results of the additional screenings to the state agency by no later than ten (10) calendar days from the date requested. Any security guard(s) who test positive on the drug screenings shall be dismissed from duty at the state agency.
- f. Local clearance with the local law enforcement agency where services are to be provided.
- g. State clearance with the Missouri Uniform Law Enforcement System (MULES).
- h. Nationwide clearance with the National Crime Information Center (NCIC) by utilizing the state agency ORI number.
 - 1) If the local law enforcement agency's licensing includes NCIC background check, including fingerprinting, the contractor's presentation of the security guard's license to the state agency shall meet the NCIC requirements.

1.7 Reports and Deliverables:

- 1.7.1 The contractor's security guards shall provide a daily activity log sheet after each shift, which includes an hourly entry, detailing any security problems, unsecured locks, rule violations, and suspicious activity, which occurred during the shift. In addition to the daily log sheet, an incident report (should an incident occur) shall be completed by the security guard(s) after each shift and should describe the incident in a complete and accurate manner. The security guard must submit the daily activity log sheet and incident report, if applicable, to the state agency designated representative.
- 1.7.2 The contractor must submit weekly shift reports/time sheets to the state agency. The contractor must maintain complete and accurate records to substantiate services provided to the state agency. The contractor's records must document the following:
 - a. Name of the security guard providing services,
 - b. Date(s) services were provided,
 - c. Time/shift services were provided, and
 - d. Assigned duty location.
- 1.7.3 At the request of the state agency, the contractor shall conduct an examination and review of the security guard's performance while on duty. A written report shall be submitted to the state agency and shall contain the following information regarding the examination and review:
 - a. Findings of compliance examination and review,
 - b. Documented findings, such as the date,
 - c. Security guard's name, and
 - d. Comments regarding the security guard's performance.

- 1.7.4 The contractor shall submit additional reports that contain documentation of contract compliance to any requesting state agency.

1.8 Reporting Requirements:

- 1.8.1 Reporting Requirements - By the fifteenth (15th) day of the months of March, June, September, and December, the contractor shall submit a usage report to the Division of Purchasing and Materials Management of the services provided for all of the various using state agencies during the previous month and year-to-date. The contractor must submit the report electronically in an analysis-ready format.

- a. At a minimum, the report must contain the information listed below:

- | | |
|--|-----------------------|
| 1) State Agency Name | 2) Region |
| 3) Security Guard Service Location | 4) Hours worked |
| 5) Contract Line Item Number | 6) Quantity Provided |
| 7) Item Description | 8) Unit Price Charged |
| 9) Total Price (Unit Price Charged x Quantity) | |

- b. In addition, the contractor shall submit the usage report to any state agency requesting such report in a frequency requested by such state agency. The contractor shall submit the usage report to the requesting state agency for only those services provided for the specific state agency. The contractor must submit the report electronically, in an analysis-ready format specified by the state agency, such as Microsoft Excel or Access.
- c. The contractor shall develop and provide ad hoc reports as required and requested by the Division of Purchasing and Materials Management or any state agency at no additional cost to the state. The contractor must submit the ad hoc reports electronically in an analysis-ready format specified and approved by the Division of Purchasing and Materials Management or requesting state agency.

- 1.9 Liquidated Damages:** The contractor shall agree and understand that the provision of the security guard services in accordance with the requirements stated herein is considered critical to the efficient operations of the State of Missouri. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- 1.9.1 In the event of a “no-show” of a security guard or a security guard not qualified to provide the services requested by the state agency, the contractor shall be assessed liquidated damages in the amount of \$10.00 for each hour in which the security guard service is not provided.
- 1.9.2 The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor’s invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
- 1.9.3 The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- 1.9.4 The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

1.10 Invoicing and Payment Requirements:

- 1.10.1 Prior to any payments becoming due per the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
 - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 1.10.2 Invoicing – The contractor shall submit an itemized monthly invoice to the actual state agency location where security guards services were performed or as specified by the state agency's purchase order.
- a. The itemized monthly invoice must include the contract number, date, time, and location services were actually provided, name of security guard providing service, and the actual number of hours of services provided.
- 1.10.3 Payments – The contractor shall be paid in accordance with the applicable firm, fixed price, as indicated on the Pricing Page.
- a. In the event the state agency fails to provide one (1) working day notice of a cancelation, the state agency shall pay the contractor for two (2) hours of service.
 - b. In the event less than two (2) hours of service are requested, the state agency shall pay the contractor for two (2) hours.
 - c. In the event fewer hours of service are provided than originally requested by the state agency, the contractor shall be paid as follows:
 - 1) If eight (8) hours or less service are requested and provided, the contractor shall be paid for the amount of service requested.
 - 2) If more than eight (8) hours of service are requested but eight (8) hours or less are provided, the contractor shall be paid for eight (8) hours.
 - d. If more than eight (8) hours of service are provided, the contractor shall be paid for the actual number of hours of service provided.
 - e. The contractor shall understand and agree that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.
 - f. In the event the state agency requires the contractor's security guard to take an orientation class the contractor shall paid for the security guard's time to attend such orientation class. However, the contractor shall not be paid for the security guard's time to attend any trainings to acclimate the security guard to the state agency location.

- g. The state agency shall not pay more than the firm, fixed prices stated on the Pricing Page for services provided on Saturday, Sunday, evening hours, state holidays, or for overtime.
- 1.10.4 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 1.10.5 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.
- 1.10.6 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.
- 1.10.7 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.
- 1.10.8 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.

1.11 Other Contractual Requirements:

- 1.11.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
 - a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 1.11.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

1.11.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

1.11.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

1.11.5 Transition:

- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:
 - 1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.
 - 2) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
 - 3) If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

1.11.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the

obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above) or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

1.11.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.

1.11.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- d. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that
 - 1) the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
 - 2) shall not henceforth be in such violation and
 - 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

1.11.9 Substitution of Personnel - The contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

1.11.10 Authorized Personnel:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

1.11.11 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

- 1.11.12 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 1.11.13 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.
- 1.11.14 Confidentiality:
- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
 - b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- 1.11.15 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal.
- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
 - b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
 - c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

- d. Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit form available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit form providing the same information.

1.12 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

1.12.1 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:

- a. Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110).
- b. Cost Principles - 2CFR 225 - State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E - Hospitals.

1.12.2 Steven's Amendment - In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

1.12.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.

1.12.4 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.

1.12.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

- 1.12.6 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.12.7 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 1.12.8 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 1.12.9 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - f. Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
 - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
 - h. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
 - i. Missouri Governor's E.O. #05-30; and
 - j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

1.13 Business Associate Provisions:

- 1.13.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."
- a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
 - 1) "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

- 2) "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.
 - 3) "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - 4) "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
 - 5) "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - 6) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - 7) "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
 - 8) "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
 - 9) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
 - 10) "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
 - c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the Business Associate Provisions stated herein.
 - d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder).

1.13.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.

- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- e. The contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).

1.13.3 Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.

- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- l. The contractor's reports specified in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
 - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain

adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.

- n. Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information without a valid authorization.
- o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.

1.13.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

1.13.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

1.13.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the Business Associate Provisions included herein, the contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

NORTHWEST REGION

ARMED AND UNARMED SECURITY GUARD SERVICES

STATEWIDE PUBLIC SAFETY
(C311013003)

UNARMED SECURITY GUARD SERVICES		
Line Item	Description	Firm, Fixed Price
001	Unarmed Security Guard Services	\$11.00 Per hour, per guard
002	Unarmed Security Guard Supervisor	\$12.00 Per hour, per supervisor

PATROL VEHICLE		
Line Item	Description	Firm, Fixed Price
003	Patrol Vehicle	\$3.25 Per vehicle, per hour

ARMED SECURITY GUARD SERVICES		
Line Item	Description	Firm, Fixed Price
004	Armed Security Guard Services	\$12.75 Per hour, per guard
005	Armed Security Guard Supervisor	\$13.75 Per hour, per supervisor
006	Soft Armed Security Guard Services	\$10.00 Per hour, per guard
007	Soft Armed Security Guard Supervisor	\$12.00 Per hour, per supervisor

NORTHEAST REGION

UNARMED SECURITY GUARD SERVICES*

GUARDIAN SECURITY COMPANY
(C311013001)

UNARMED SECURITY GUARD SERVICES		
Line Item	Description	Firm, Fixed Price
008	Unarmed Security Guard Services	\$11.50 Per hour, per guard
009	Unarmed Security Guard Supervisor	\$12.00 Per hour, per supervisor

PATROL VEHICLE		
Line Item	Description	Firm, Fixed Price
010	Patrol Vehicle	\$2.00 Per vehicle, per hour

***If the state agency is requesting unarmed security guard services ONLY in the Northeast Region, you must use Guardian Security Company.**

NORTHEAST REGION

ARMED AND UNARMED SECURITY GUARD SERVICES

GUARDSMAN SECURITY & INVESTIGATION
(C311013002)

UNARMED SECURITY GUARD SERVICES		
Line Item	Description	Firm, Fixed Price
008	Unarmed Security Guard Services	\$11.26 Per hour, per guard
009	Unarmed Security Guard Supervisor	\$11.76 Per hour, per supervisor

PATROL VEHICLE		
Line Item	Description	Firm, Fixed Price
010	Patrol Vehicle	\$0.00 Per vehicle, per hour

ARMED SECURITY GUARD SERVICES		
Line Item	Description	Firm, Fixed Price
011	Armed Security Guard Services	\$11.76 Per hour, per guard
012	Armed Security Guard Supervisor	\$12.01 Per hour, per supervisor
013	Soft Armed Security Guard Services	\$11.76 Per hour, per guard
014	Soft Armed Security Guard Supervisor	\$12.01 Per hour, per supervisor

GREATER KANSAS CITY REGION

ARMED AND UNARMED SECURITY GUARD SERVICES

STATEWIDE PUBLIC SAFETY
(C311013003)

UNARMED SECURITY GUARD SERVICES		
Line Item	Description	Firm, Fixed Price
015	Unarmed Security Guard Services	\$11.00 Per hour, per guard
016	Unarmed Security Guard Supervisor	\$12.00 Per hour, per supervisor

PATROL VEHICLE		
Line Item	Description	Firm, Fixed Price
017	Patrol Vehicle	\$3.25 Per vehicle, per hour

ARMED SECURITY GUARD SERVICES		
Line Item	Description	Firm, Fixed Price
018	Armed Security Guard Services	\$12.75 Per hour, per guard
019	Armed Security Guard Supervisor	\$13.75 Per hour, per supervisor
020	Soft Armed Security Guard Services	\$11.00 Per hour, per guard
021	Soft Armed Security Guard Supervisor	\$12.00 Per hour, per supervisor

CENTRAL REGION

ARMED AND UNARMED SECURITY GUARD SERVICES

GUARDSMAN SECURITY & INVESTIGATION
(C311013002)

UNARMED SECURITY GUARD SERVICES		
Line Item	Description	Firm, Fixed Price
022	Unarmed Security Guard Services	\$11.15 Per hour, per guard
023	Unarmed Security Guard Supervisor	\$11.15 Per hour, per supervisor

PATROL VEHICLE		
Line Item	Description	Firm, Fixed Price
024	Patrol Vehicle	\$0.00 Per vehicle, per hour

ARMED SECURITY GUARD SERVICES		
Line Item	Description	Firm, Fixed Price
025	Armed Security Guard Services	\$11.15 Per hour, per guard
026	Armed Security Guard Supervisor	\$11.25 Per hour, per supervisor
027	Soft Armed Security Guard Services	\$11.15 Per hour, per guard
028	Soft Armed Security Guard Supervisor	\$11.25 Per hour, per supervisor

GREATER ST. LOUIS REGION

ARMED AND UNARMED SECURITY GUARD SERVICES

GUARDIAN SECURITY COMPANY
(C311013001)

UNARMED SECURITY GUARD SERVICES		
Line Item	Description	Firm, Fixed Price
029	Unarmed Security Guard Services	\$11.00 Per hour, per guard
030	Unarmed Security Guard Supervisor	\$11.50 Per hour, per supervisor

PATROL VEHICLE		
Line Item	Description	Firm, Fixed Price
031	Patrol Vehicle	\$2.00 Per vehicle, per hour

ARMED SECURITY GUARD SERVICES		
Line Item	Description	Firm, Fixed Price
032	Armed Security Guard Services	\$11.50 Per hour, per guard
033	Armed Security Guard Supervisor	\$12.00 Per hour, per supervisor
034	Soft Armed Security Guard Services	\$11.25 Per hour, per guard
035	Soft Armed Security Guard Supervisor	\$11.75 Per hour, per supervisor

SOUTHWEST REGION

UNARMED SECURITY GUARD SERVICES*

US SECURITY ASSOCIATES
(C311013004)

UNARMED SECURITY GUARD SERVICES		
Line Item	Description	Firm, Fixed Price
036	Unarmed Security Guard Services	\$10.20 Per hour, per guard
037	Unarmed Security Guard Supervisor	\$10.86 Per hour, per supervisor

PATROL VEHICLE		
Line Item	Description	Firm, Fixed Price
038	Patrol Vehicle	\$1.31 Per vehicle, per hour

****If the state agency is requesting unarmed security guard services ONLY in the Southwest Region, you must use US Security Associates.**

SOUTHWEST REGION

ARMED AND UNARMED SECURITY GUARD SERVICES

GUARDSMAN SECURITY & INVESTIGATION
(C311013002)

UNARMED SECURITY GUARD SERVICES		
Line Item	Description	Firm, Fixed Price
036	Unarmed Security Guard Services	\$11.15 Per hour, per guard
037	Unarmed Security Guard Supervisor	\$11.15 Per hour, per supervisor

PATROL VEHICLE		
Line Item	Description	Firm, Fixed Price
038	Patrol Vehicle	\$0.00 Per vehicle, per hour

ARMED SECURITY GUARD SERVICES		
Line Item	Description	Firm, Fixed Price
039	Armed Security Guard Services	\$11.15 Per hour, per guard
040	Armed Security Guard Supervisor	\$11.25 Per hour, per supervisor
041	Soft Armed Security Guard Services	\$11.15 Per hour, per guard
042	Soft Armed Security Guard Supervisor	\$11.25 Per hour, per supervisor

SOUTHEAST REGION

ARMED AND UNARMED SECURITY GUARD SERVICES

GUARDSMAN SECURITY & INVESTIGATION
(C311013002)

UNARMED SECURITY GUARD SERVICES		
Line Item	Description	Firm, Fixed Price
043	Unarmed Security Guard Services	\$11.25 Per hour, per guard
044	Unarmed Security Guard Supervisor	\$11.25 Per hour, per supervisor

PATROL VEHICLE		
Line Item	Description	Firm, Fixed Price
045	Patrol Vehicle	\$0.00 Per vehicle, per hour

ARMED SECURITY GUARD SERVICES		
Line Item	Description	Firm, Fixed Price
046	Armed Security Guard Services	\$11.25 Per hour, per guard
047	Armed Security Guard Supervisor	\$11.35 Per hour, per supervisor
048	Soft Armed Security Guard Services	\$11.25 Per hour, per guard
049	Soft Armed Security Guard Supervisor	\$11.35 Per hour, per supervisor